

# **EXHIBIT A**

STATE OF MICHIGAN  
THIRD CIRCUIT COURTSUMMONS AND  
RETURN OF SERVICE

CASE NO. 09-031465-CK

COURT  
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226COURT  
TELEPHONE NO. (313) 224-

THIS CASE ASSIGNED TO JUDGE:

Kathleen Macdonald

Bar Number: 38029

PLAINTIFF

DEFENDANT

MASON, WILLIAM

VS

UNITED RENTALS INC

PLAINTIFF'S ATTORNEY

Erskine, Scott M.  
(P-54734)  
323 1/2 S Main St  
Rochester, MI 48307  
(248) 601-4499

CASE FILING FEE

JURY FEE

Paid

No Jury Demand

ISSUED

THIS SUMMONS EXPIRES

DEPUTY COUNTY CLERK

12/23/2009

03/24/2010

Felicia Reid

\*This summons is invalid unless served on or before its expiration date.

Cathy M. Garrett - Wayne County Clerk

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
  2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
  3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date

12/24/09

Signature of attorney/plaintiff

**COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.**

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

FORM NO. WC101  
REV. (3-98)

MC 01 (10/97)

**SUMMONS AND RETURN OF SERVICE**

MCR 2.102(B)(11), MCR 2.104, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206 (A)

RETURN COPY-FILE IN ROOM 201 C.C.B.

**STATE OF MICHIGAN**  
**IN THE WAYNE COUNTY CIRCUIT COURT**

**WILLIAM MASON,**

Plaintiff,

v.

Case No.  
Hon.

CK

**UNITED RENTALS, INC.,**

Defendant.

The Erskine Law Group, P.C.  
Scott M. Erskine (P54734)  
Attorneys for Plaintiff  
342 S. Main St.  
Rochester, MI 48307  
(248) 601-4499

FILED  
CATHY M. GARRETT  
WAYNE COUNTY CLERK  
2009 DEC 23 P 3:01

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT**

NOW COMES the Plaintiff, by and through his attorneys, The Erskine Law Group, P.C., who complains against the above named Defendant as follows:

1. Plaintiff is an individual residing in Macomb Township, Macomb County, Michigan.
2. Defendant, United Rentals, Inc., is a foreign corporation, with offices located in Wayne County Michigan, and which continually does business in Wayne County, Michigan.
3. Plaintiff and Defendant entered into an employment contract for Plaintiff to work for Defendant in October 2003.

**THE ERSKINE LAW GROUP**  
A PROFESSIONAL CORPORATION  
ATTORNEYS & COUNSELORS  
342 SOUTH MAIN STREET  
ROCHESTER, MICHIGAN 48307  
(248) 601-4499

4. Plaintiff did in fact work for Defendant up through his termination on or about April 29, 2009.

5. Pursuant to the terms of the contract, Plaintiff was bound by a noncompete agreement upon his termination with Defendant (Defendant is in possession of a copy of the contract and it is incorporated herein).

6. In exchange, under the contract Defendant was to pay Plaintiff in accordance with the terms of his contract for a period of 12 months after severance.

7. Plaintiff performed all duties under the agreement.

8. Defendant reneged on payments owing under the contract.

9. By acting wrongfully, Defendant has caused a breach of the agreement between himself and Plaintiff in an amount exceeding \$25,000 for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

#### **COUNT I**

#### **BREACH OF CONTRACT**

10. Plaintiff incorporates herein by reference all statements and allegations previously set forth as if fully rewritten herein.

11. Plaintiff and Defendant had an agreement.

12. Plaintiff performed all his obligations under the contract.

13. Defendant has refused to pay Plaintiff despite the fact that Plaintiff provided excellent services.

14. Defendant has breached the agreement between itself and the Plaintiff.

WHEREFORE, Plaintiff prays for Judgment in an amount exceeding \$25,000, plus costs, interest and attorney fees so wrongfully accrued.

**COUNT II**

**PROMISSORY ESTOPPEL**

15. Plaintiff incorporates herein by reference all statements and allegations previously set forth as if fully rewritten herein.

16. Defendant intentionally induced and promised Plaintiff that Defendant would make payment under the contract if they terminated his employment.

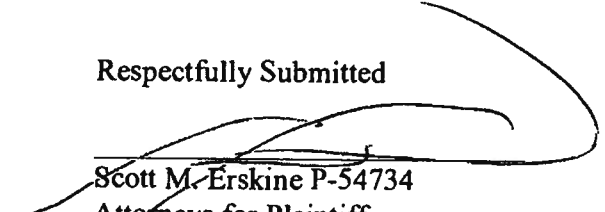
17. Defendant reasonably should have expected that such promise would induce Plaintiff to not interview with other potential employers after termination.

18. Plaintiff relied upon Defendant's promise to pay and did not interview with other competitors of Defendant.

19. Defendant's promise must be enforced in order to avoid injustice to Plaintiff, who was unable to find employment until November 30, 2009.

WHEREFORE, Plaintiff prays for Judgment in an amount exceeding \$25,000, plus costs, interest and attorney fees so wrongfully accrued.

Respectfully Submitted



Scott M. Erskine P-54734  
Attorneys for Plaintiff  
342 S. Main St.  
Rochester, MI 48307  
248-601-4499

December 21, 2009